

U.S. GOVERNMENT PRINTING OFFICE

St. Louis, MO

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

183rd News

as requisitioned from the U.S. Government Printing Office (GPO) by the

Document Automation & Production Service

Single Award

CONTRACT TERM: The term of this contract is for 1 year (base year) beginning **September 1, 2000, and ending August 31, 2001** and 3 option year(s). Attention is directed to the clauses: "Economic Price Adjustment," and "Option to Extend the Contract Term."

Offers are due by **August 24, 2000**, 2 p.m. prevailing St. Louis, MO time. Facsimile offers are acceptable (314-241-4154); telephone and e-mail offers are not accepted. Offerer must return two sets of the Schedule of Prices pages bearing signatures. U.S. Government Printing Office, 815 Olive Street, Room 328, Saint Louis, MO 63101-1597.

PRODUCTION AREA: It is assumed that all production facilities used in the manufacture of the product(s) ordered under this contract will be located within a 80-kilometers (50-mile) radius of Springfield, IL.

Any bidder intending to use production facilities outside this area should furnish information, with the bid, which will on its face demonstrate ability to meet the schedule requirements. The determination by the Government of the acceptability of this information in no way relieves the successful bidder of the responsibility for compliance with these schedule requirements.

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING ITEMS WHICH DIFFER SIGNIFICANTLY FROM THE PREVIOUS CONTRACT:

Page 5 – GOVERNMENT TO FURNISH: Camera Copy replaced with Electronic Media.

Additional lesser changes are scattered throughout.

NOTE: Printing specifications will utilize dual dimensions. The product measurements will be stated with metric measurements first, then followed in parenthesis by the inch/pound equivalents. At a future date metric measurements will be used exclusively in all specifications,

For information of a technical nature call Russ Woodmancy at (314) 241-0349, ext. 24 (No collect calls), or e-mail rwoodmancy@gpo.gov.

SECTION 1.- GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (.GPO Pub. 310.2, effective December 1, 1987 (Rev. 5-99)) and GPO Contract Terms, Quality Assurance Through Attributes Program (GPO Pub. 310.1, effective May 1979 (revised April 1996)).

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing Attributes -- Level III.
- (b) Finishing Attributes -- Level III.

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests - General inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

	Attribute	Specified Standard
P-7.	Type Quality and Uniformity	OK Proofs
P-8.	Halftone Match (Single and Double Impression)	OK Proofs

OPTION TO EXTEND THE CONTRACT TERM: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 60 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed four years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for periodic pricing revision.

EXTENSION OF CONTRACT TERM: At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the Government Printing Office and the contractor.

LIMITATION OF PERFORMANCE AND CONTRACTOR OBLIGATIONS: Funds are available for performance of this contract for the first program period only. The amount of funds at award is not considered sufficient for performance required for any program year other than the first program year. When additional funds are available for the full requirements for the next succeeding program year, the Contracting Officer shall, not later than 60 calendar days before the expiration of the program year for which performance has been funded (unless a later day is agreed to), so notify the contractor in writing. Notification that funds are not available shall effect cancellation of the contract.

The Government is not obligated to the contractor for any amount over requirements for which funds have been made available and as obligated by each print order.

The contractor is not obligated to incur costs for the performance required for any program year after the first unless and until written notification is received from the Contracting Officer of an increase in availability of funds. If so notified, the contractor's obligation shall increase only to the extent contract performance is required for the additional program year for which funds have been made available.

If this contract is terminated under the "Termination for Convenience of the Government" clause, "total contract price" in that clause means the amount available for performance of this contract, as provided for in this clause. The term "Work in Process" in that clause means the work under the program year requirements for which funds have been made available. If the contract is terminated for default, the Government's rights under this contract shall apply to the entire multiyear requirements.

Notification to the contractor of an increase or decrease in the funds available for performance of the contract under another clause (e.g. the "Option" or "Changes" clause) shall not constitute the notification required by the first paragraph of this clause.

This procedure shall apply for each successive program year.

ECONOMIC PRICE ADJUSTMENT

(a) *General.* The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

(b) *Price adjustment period.* For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

(c) *Price adjustment.* The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers - Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.
- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

NOTIFICATION: The contractor will be notified on or before **July 1st** of availability or non-availability of funds for subsequent periods. Cancellation is effected if (i) the Contracting Officer notifies the contractor that funds are not available for the next year, or (ii) the Contracting Officer fails to notify the contractor that funds are available for the next year.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "print order" for each job placed with the contractor. The print order,

when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct an on-site preaward survey at the contractor's/subcontractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from **September 1, 2000 through August 31, 2004**. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated," it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment /delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

PRIVACY ACT NOTIFICATION: This procurement action requires the contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

PRIVACY ACT

(a) The contractor agrees:

(1) to comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish an agency function when the contract specifically identifies (i) the system or systems of records and (ii) the work to be performed by the contractor in terms of any one or combination of the following: (A) design, (B) development, or (C) operation;

(2) to include the solicitation notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and

(3) to include this clause, including this paragraph (3), in all subcontracts awarded pursuant to this contract which require the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor and any employee of the contractor is considered to be an employee of the agency.

(c) The terms used in this clause have the following meanings:

(1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.

(2) "Record" means any item, collection or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

(3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

PAYMENT: Submit all vouchers to: Comptroller, Stop FMCE, Financial Management Service, U.S. Government Printing Office, Washington, D.C. 20401.

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of a newsletter requiring such operations as film making, printing, binding, packing, and delivery.

TITLE: 183rd News

FREQUENCY OF ORDERS: Approximately 12 orders per year (monthly).

QUANTITY: 1,600 to 2,000 copies, average 1,700 copies per issue.

NUMBER OF PAGES: 8, 12, 16, 20, or 24 pages self cover per order.

TRIM SIZE: 216 x 279 mm (8-1/2 x 11").

GOVERNMENT TO FURNISH:

Electronic Media: Files will be supplied in native page layout application form.

Platform: IBM, Windows 97.

Media: 89 mm (3-1/2") floppy disk(s) and 100 MB ZIP Disk (s).

Software: PageMaker 6.5. PhotoShop 5.5. Photoshop images in TIFF and linked into PageMaker.

Fonts: All printer and screen fonts will be furnished. The contractor is cautioned that furnished fonts are the property of the Government and/or its contractors and may be used only for the purpose of producing material under this contract. Any use other than the contract is in violation of copyright laws. All fonts are to be eliminated from the contractor's archive immediately after completion of the contract.

Visual will be provided of the furnished electronic files.

Note: Versions may be upgraded during the term of the contract.

Mailing addresses will be furnished on 89 mm (3-1/2"), program format in Excel 97 or Access 97, separate field for zip code.

Facsimile, Form 905 (R. 3/90) with labeling and marking specifications.

A supply of blue labels and selection certificates for shipping Departmental Random Copies.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy or film, must not print on finished product.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "Government to Furnish," necessary to produce the product(s) in accordance with these specifications.

Note: Contractor has the option to go direct to plate instead of making films. Offset printing from metal plates is required.

ELECTRONIC PREPRESS: Prior to image processing, the contractor is responsible for performing a basic check (preflight) of the furnished published files to assure accurate output of the required reproduction image. Any errors, media damage or data corruption that might interfere with proper file imaging must be reported to GPO. Contractor must notify the Government as soon as necessary in order to comply with the shipping schedule.

In addition, the contractor is responsible for creating or altering any necessary trapping, setting proper screen angles and screen frequency, and defining file output selection for the imaging device being utilized. All furnished files must be imaged as necessary to meet the assigned quality level.

IF FILMS ARE MADE: Films may be opaque on either the emulsion or non-emulsion side.

Illustrations in final form will vary in size from one-half column to two columns. Halftone illustrations will be square finish and require 150-line screen or finer. Screened prints and/or veloxes are unacceptable for the halftone illustrations. Halftone illustrations will average approximately 20 per issue.

The films delivered to the Government must be the final films used for printing. They must be suitable for making press plates for subsequent reprinting without any retouching, opaquing, surprinting or any other hand or camera work.

PROOFS: Two sets of page proofs.

If any contractors errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

The contractor must not print prior to receipt of an "OK to Print."

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specifications Standards No. 11" dated February 1999.

White Dull Coated Offset Book, grammage 120 g/m² (basis weight: 80 lbs. per 500 sheets, 25 x 38"), equal to JCP Code A-260.

PRINTING: Print head to head in black ink.

Occasionally, the image may be required to print across the gutter and/or center spread of the product.

MARGINS: Margins will be as indicated on the print order or furnished copy. If margins are not indicated on the furnished camera copy, the margins are to be same as camera copy.

BINDING: Saddle-wire stitch in two places and trim three sides. Each product must contain complete 4-page signature after trimming. Single leaves connected with a lip (i.e., binding stub) to left or right side of stitches will not be allowed.

PACKING: Pack suitable per shipping container. Shipping containers shall have a minimum bursting strength of 1 800 kPa (275 pounds per square inch) or a minimum edge crush test (ECT) of 7 700 N per m width (44 pounds per inch width).

All reproduction copy for any one order shall be wrapped in one package or inserted in a kraft envelope and must be protected by cardboard or other means to guarantee safe delivery.

DEPARTMENTAL RANDOM COPIES (BLUE LABEL): These randomly selected copies must be packed separately and identified by a special government-furnished blue label, affixed to each affected container. The container and its contents shall be recorded separately on all shipping documents and sent in accordance with the distribution list to the address shown under DISTRIBUTION.

A copy of the PRINT ORDER/SPECIFICATION and a signed Government-furnished certificate of selection, must be included.

QUALITY ASSURANCE RANDOM COPIES: The contractor may be required to submit quality assurance random copies to test for compliance against the specifications. The print order will indicate the number required, if any. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. copies will be paid for at the running rate offered in the contractor's bid and their cost will not be a consideration for award.

Business Reply Mail labels will be furnished for mailing the quality assurance random copies. The copies are to be mailed at the same time as the first scheduled shipment. A copy of the print order must be included.

An U.S. Postal Service approved Certificate of Mailing, identified by Program, Jacket and Print Order numbers, must be furnished with billing for reimbursement of certificate fee.

DISTRIBUTION:

Mail f.o.b. contractor's city approximately 1,200 self mailers per order. Contractor will be required to pay postage for each mailing. Contractor will be reimbursed for postage by submitting a properly completed Postal Service form (or equivalent) with the voucher for billing. Contractor must obtain all permits to enter pamphlet into the postal system. All mailing shall be made at the automated Standard Mail A bulk rate.

Deliver Blue Label Copies and balance of copies f.o.b. destination to: Illinois Air National Guard, 3101 J David Jones Parkway, Capital Airport, Springfield, IL. Inside delivery is required.

Upon completion of each order, all furnished materials and films must be returned to the address shown under "Distribution."

All expenses incidental to returning materials, films, and submitting proofs must be borne by the contractor.

SCHEDULE: Adherence to this schedule must be maintained.

Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

Furnished - material 'must be picked up from and delivered to the address shown under "Distribution."

The following schedule begins the workday after notification of the availability of print order and furnished material; the workday after notification will be the first workday of the schedule.

The numbers under the column headed "WD After" represent the number of workdays allowed to complete that certain part of the schedule after completion of the preceding part.

	<u>WD After</u>
Contractor to submit Proofs	2 to 3
Contractor pickup Proofs	1
Contractor must make complete delivery/mailed*	2 to 3

* The ship/deliver date indicated on the print order is the date products ordered for delivery f.o.b. destination must be delivered to the destination(s) specified and for the mailed copies must be entered into the U.S. Postal System.

SECTION 3.- DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce one year's orders under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered under this contract during a like period of time.

The following item designations correspond to those listed in the "Schedule of Prices."

	(1)	(2)
I. (a)	1	17
(b)	1	17
(c)	6	102
(d)	3	51
(e)	1	17
(f)	144	

Page 10 is Blank

SECTION 4.- SCHEDULE OF PRICES

Bids offered are f.o.b. contractor's city for mailed copies and f.o.b. destination for bulk copies.

SUBMISSION OF OFFERS AND EVALUATION: Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All vouchers submitted to the GPO shall be based on the most economical method of production.

Fractional parts of 100 will be prorated at the per 100 rate.

I. COMPLETE PRODUCT: Prices offered shall include the cost of all required materials and operations necessary for the complete production and distribution of the product listed in accordance with these specifications.

	<u>Black Ink</u>	
	<u>Makeready and Setup Charges</u> (1)	<u>Running Per 1000 Copies</u> (2)
(a) 8-page issue	\$ _____	\$ _____
(b) 12-page issue	\$ _____	\$ _____
(c) 16-page issue	\$ _____	\$ _____
(d) 20-page issue	\$ _____	\$ _____
(e) 24-page issue	\$ _____	\$ _____
(f) Additional Cost for Mailed Copies.....	per 100 copies \$ _____	

(Initials)

Discounts are offered for payment as follows: _____ percent, _____ calendar days. See Article 9 "Discounts" of solicitation Provisions in GPO Contract Terms (Pub. 310.2).

My production facilities are located within the assumed area of
production..... yes_____ no

NOTICE: Bidders OUTSIDE the assumed production area specified on page one of these specifications should complete the following information.

1. Proposed carrier(s) for pickup of Government Furnished Material _____
 - a. Number of hours from acceptance of print order to pickup of Government Furnished Material _____
 - b. Number of hours from pickup of Government Furnished Material to delivery at contractor's plant..... _____
2. Proposed carrier(s) for delivery of completed product _____
 - a. Number of hours from notification to carrier to pickup of completed production _____
 - b. Number of hours from pickup of completed product to delivery at destination _____

CONTRACTORS NAME AND SIGNATURE: Fill out and return two copies of all pages in "Section 4. - Schedule of Prices," initial or sign each in the space provided. See Page 1.

Contractor _____

(City - State)

Shipments will be made from: City _____, State _____

By _____
(Signature and title of person authorized to sign this bid) (Date)

(Person to be contacted)

(Telephone Number)

(Contractor's Code No.)